

STATE OF HAWAII
STATE PROCUREMENT OFFICE
HONOLULU, HAWAII

Legal Ad Date: April 10, 1997

INVITATION FOR BIDS
NO. IFB-97-176-O

SEALED BIDS
FOR
FURNISHING
HOTEL SEMINAR FACILITIES AND SERVICES ON OAHU
FOR THE
DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT

will be received up to and opened at 2:00 p.m.

on

April 24, 1997

in the State Procurement Office, Kalanimoku Building, 1151 Punchbowl Street,
Room 416, Honolulu, Hawaii 96813.

Questions relating to this bid solicitation may be directed to Sharon
Koga, phone (808) 586-0562, Facsimile (808) 586-0570.

ROBERT J. GOVERNS, CPPB
Procurement Officer

WAGE CERTIFICATE

(For Service Contracts)

Subject: IFB/RFP No.: _____

Title of IFB/RFP: _____

(To be completed by offeror)

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$5,000, the services to be performed will be performed under the following conditions:

1. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work; and
2. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Offeror _____

Signature _____

Title _____

Date _____

06/03/96

HOTEL SEMINAR FACILITIES AND SERVICES ON OAHU
FOR THE DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT
IFB-97-176-O

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date_____

Respectfully submitted,

Telephone No.:_____

Fax No.:_____

Exact Legal Name of Offeror

Payment address, if other than
street address at right:

Authorized Signature (Original)

Title

Hawaii General Excise Tax Lic.
I.D. No.:_____

Street Address

Social Sec. or Federal I.D.
No.:_____

City, State, Zip Code

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Offeror is: ___Individual ___Partnership ___Corporation ___Joint Venture

State of incorporation: Hawaii___ *Other_____

*If "other", is corporate seal available in Hawaii?___ Yes ___ No

The following bid is hereby submitted for Hotel Seminar Facilities and Services for the Department of Human Resources Development (DHRD), as specified herein:

	<u>Unit Bid</u> <u>Price Per</u> <u>Participant</u>	<u>Estimated</u> <u>No. of</u> <u>Participants</u>	<u>Est.</u> <u>Total</u> <u>Per Day</u>	<u>No.</u> <u>of</u> <u>Days</u>	<u>Total</u> <u>Est.</u> <u>Bid Price</u>
<u>MEALS</u>					
1. Continental Breakfast	\$_____	450	\$_____	1	\$_____
2. Lunch Tbl Service	\$_____	450	\$_____	1	\$_____
3. Morning Break Refreshments	\$_____	450	\$_____	1	\$_____
<u>MISCELLANEOUS CHARGES</u>					
4. Parking		150	_____	1	\$_____
5. Display Tables (2'x6')	_____/tbl x 25 tbls =		\$_____	1	_____
ESTIMATED TOTAL SUM BID PRICE:					\$_____

Bidder shall provide the following information:

1. CONFERENCE DATE (Check available date - conference will be for one day only):

() Wednesday, August 6, 1997

OR

() Thursday, August 7, 1997

2. LOCATION OF HOTEL FACILITIES:

Address _____

Contact Person _____

Telephone No. _____

Offeror:_____

3. REFERENCES:

Bidder shall list below the names and addresses of three (3) companies or government agencies for whom the undersigned has provided or is currently providing hotel services:

<u>Company/Agency</u>	<u>Contact Person</u>	<u>Telephone No.</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. INSURANCE:

Liability Insurance is carried by:

- Commercial General Liability_____

Offeror:_____

SPECIFICATIONS

SCOPE OF WORK

The Department of Human Resources Development (HRD) is sponsoring the Governor's State Safety and Health Conference. The purpose of the conference is to provide State employees with the opportunity to obtain the background, knowledge and methodologies on how to identify hazards, and how to minimize conditions that lead to industrial injuries and illnesses. The conference is designed to: 1) generate greater safety and health awareness on the job; 2) empower employees to work toward a safer and healthier work environment; and 3) instill the concept of continuous improvement to prevent workplace accidents.

CONFERENCE DATE: Either August 6, 1997 (Wednesday) or August 7, 1997 (Thursday)

CONFERENCE FACILITY SPECIFICATIONS:

This bid is solicited for participation of 450 to 550 participants. The conference is projected at 550 participants, however, circumstances may dictate a smaller conference of only 450 participants.

The estimated number of participants for this conference is 450 to 550 people. A guaranteed minimum number will be submitted to the facility two (2) days prior to the conference date.

A general meeting room is required that can accommodate approximately 450 or 550 people. The room should be furnished with chairs and round tables, a platform stage, a podium and a P.A. system with microphone.

Four (4) breakout rooms or areas, sufficiently distanced so as to be free from noise interference between groups are needed. These rooms must accommodate up to 150 participants.

An exhibit area of 3,000 square feet (450 participants) or 4,000 square feet (550 participants) on the same level is necessary.

All rooms and areas must be air-conditioned, well lighted and free from external noise.

There should be no obstruction to prevent the participants from viewing the speakers or visual materials. Pitchers of water and glasses should be provided on participants' tables.

**CONFERENCE FACILITY
SPECIFICATIONS: (continued)**

Adequate restroom facilities are to be available nearby to relieve 450 or 550 persons during coffee break without delaying the conference starting times.

An area for refreshment services and registration to handle 450 or 550 people is needed adjacent to the general meeting room.

Parking should be available on the facility's premises for approximately 450 or 550 cars with speedy entrance and exit at all times during the conference.

The meal room can be the same room as the general meeting room. They must be air-conditioned, well lighted and free from external noise.

All facilities used in connection with the conference must be accessible to persons with disabilities.

GENERAL SESSION ROOM

The General Session Room must be available on both days from approximately 7:00 a.m. to 10:45 a.m. and also during lunch from approximately 12:00 noon to 1:30 p.m., if a separate lunch room is not provided.

The General Session Room must be able to accommodate 450 people. The room should be furnished with chairs and round tables, a platform stage, a podium, and a P.A. system with a microphone.

An area for refreshment services and registration, capable of handling 450 people, is needed adjacent to the General Session Room.

LUNCH ROOM

The lunch room can be a separate room from the General Session Room or it can be the same room as the General Session Room.

If provided as a separate room, the lunch room must be available from approximately 12:00 noon to 1:30 p.m.

**CONFERENCE FACILITY
SPECIFICATIONS: (continued)**

BREAK-OUT ROOMS (total of 4)

Four individual break-out rooms or areas are to be provided at no additional cost. They shall be sufficiently distanced so as to be free from noise interference between groups. Each room must be able to accommodate 125 participants and be available from 10:45 a.m. to 12:00 noon and from 1:30 p.m. to 4:15 p.m.

TENTATIVE AGENDA:

7:00 a.m. to 8:00 a.m.	Registration / Refreshments
8:00 a.m. to 8:45 a.m.	Welcome Remarks Opening Remarks Keynote Speaker
8:45 a.m. to 9:55 a.m.	Concurrent Session
9:55 a.m. to 10:30 a.m.	Break/Exhibits
10:30 a.m. to 11:40 a.m.	Concurrent Session
11:40 a.m. to 1:10 p.m.	Lunch Safety Awards Luncheon Speaker Exhibits
1:10 p.m. to 2:20 p.m.	Concurrent Session
2:20 p.m. to 2:40 p.m.	Break/Exhibits
2:40 p.m. to 3:50 p.m.	Concurrent Session
3:50 p.m. to 4:15 p.m.	Wrap-Up Speaker

REGISTRATION:

During registration in the morning, coffee, tea, juice (optional) and ice water will be provided.

BREAKS:

There will be one break in the morning and afternoon. Coffee, tea, juice (optional) and ice water will be provided during the morning break. No refreshments will be served in the afternoon break.

LUNCH:

Lunch will be table service and will include salad, soup or fruit cup; a hot entree (poultry, fish or beef); starch; a cooked vegetable; dessert; and coffee or tea.

Substitute meals must be made available for any participant with special dietary needs.

**CONFERENCE FACILITY
SPECIFICATIONS: (continued)**

SERVICE: Quality service by the facility staff is required.

**DISPLAY TABLES &
EXHIBIT SPACE:** An exhibit area of approximately 3,000 - 4,000 square feet is required to be located outside the General Session Room. The hotel facility must be able to provide and set up, in the exhibit area, approximately 25 display tables (approx. size 2' x 6'). The hotel facility shall also provide two (2) chairs to be setup alongside of each display table. The cost for the display tables, if any, is to be provided as a separate line item on Offer Form Page OF-2.

AUDIO VISUAL: The facility must be able to provide audio-visual equipment such as an overhead projector, large screen, VCR, slide projector, easels and chart pads. Since we are unable to determine the specific audio-visual requirements for the conference at this time, the rental cost of such equipment will not be included in the bid.

STORAGE ROOM: A room that can be secured is required to store conference equipment and materials a day prior to the conference.

DEPOSIT: No deposit required prior to the conference.

SPECIAL PROVISIONS

SCOPE

The furnishing of Hotel Seminar Facilities and Services on Oahu for the Department of Human Resources Development (DHRD) shall be in accordance with these Special Provisions, the attached Specifications, and the General Terms and Conditions dated September 1, 1995 included by reference and made a part hereof. Copies of the General Terms and Conditions are available at the State Procurement Office, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii.

CONTACT PERSON

For the purpose of this contract, Ms. Jane Uyetake or Mr. Robert Nakamatsu or their duly appointed representative is designated the contact person and may be contacted at 587-1068.

BIDDER QUALIFICATION

1. Bidder shall have facilities, on the island of Oahu which are located in the Honolulu-Waikiki area, to accommodate the estimated number of participants specified herein;
2. Bidder shall have trained personnel to perform the various services required (i.e., convention services, banquet services, etc.).

CONTRACT SUBJECT TO GOVERNOR'S APPROVAL

It is understood that contract shall not be binding unless the Governor's approval is received to proceed with this training event.

BID PREPARATION

Legal Name. Offeror is requested to submit its bid under its exact legal name as registered at the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space(s) on Offer Form Page OF-1. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature in ink. If Offer Form Page OF-1 is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material which contains an original signature indicating the offeror's intent to be bound.

Bid Quotation. Unit bid prices should include the cost per participant per event for the meal service, gratuity, all applicable taxes, room rental fees if applicable, and all other expenses incurred to provide the services specified herein.

Menus and Floor Plans. Bidder shall submit with the bid, sample menus for the table service lunches which the division will be able to select the menu of their choice. Bidder shall also submit the floor or layout plan of the hotel facilities outlining the rooms available for the seminar (general session, lunch, and workshop rooms), restroom facilities, parking, etc.

BID PREPARATION (continued)

Tax Clearance. An **original or certified copy** of a tax clearance issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) must be submitted with your sealed offer by the due date and time. The tax clearance shall be obtained on the attached two-part **Tax Clearance Application (Form A-6)** that combines DOTAX and IRS tax clearances.

The application may be mailed in or walked in to either the DOTAX or the IRS. The addresses for DOTAX and IRS district offices are listed on Form A-6. There is limited walk-in service at IRS Maui and Hawaii offices, and none on Kauai.

The DOTAX and IRS encourage the use of their mail-in service, in lieu of walk-in service. We recommend that you mail it to DOTAX where it will be processed and forwarded to the IRS. The process should be completed within twenty-one (21) calendar days. Use of the walk-in service may result in waiting in line at both agencies.

For your information, the tax clearance is valid for forty-five (45) days. If the DOTAX approves a tax clearance certificate on one date and the IRS approves it on another date, the 45-day period will begin with the later date. For example:

DOTAX approval stamp date:	7/1/96
IRS approval stamp date:	7/5/96
Tax clearance valid:	7/5/96 to 8/18/96

The tax clearance submitted with your sealed offer must be valid on the solicitation legal ad date or any date thereafter up to the offer due date. A valid tax clearance received with your offer will remain valid for the contract award.

Since this is a new process, however, and a mail-in application is encouraged, we will accept for the purpose of this solicitation a completed SPO Form TEMP B, "Certification for Tax Clearance" in place of the DOTAX Form A-6, if you are unable to obtain a tax clearance by mail in time to include it with your sealed offer. See attached pink NOTICE for the SPO Form TEMP B.

NOTE: The above tax clearance requirement is in addition to the existing requirement for final payment. Refer to the special provisions on INVOICING below for information on the tax clearance requirement for final payment.

Offer Guaranty. A BID SECURITY DEPOSIT IS NOT REQUIRED FOR THIS BID.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (HRS), and vendors are advised that they are liable for the Hawaii General Excise tax (GET) at the current 4% rate. If, however, an offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Tax Equalization Provision. For evaluation purposes, pursuant to §103-53.5, HRS, as amended, the price offer submitted by an offeror not liable for the GET under this solicitation, shall be increased by the current rate of the GET. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

BID PREPARATION (continued)

Hawaii General Excise Tax License. In accordance with Section 3.IA of the General Terms and Conditions, bidder shall submit his current Hawaii General Excise Tax I.D. number in the space provided on Offer Form Page 1.

References. Bidder shall list, on the applicable Offer Form page, at least three (3) references for whom the hotel services as specified herein have been provided.

Insurance. Bidder shall provide insurance information as requested on the applicable Offer Form page.

Wage Certificate. Refer to Section 2.8 of the General Terms and Conditions. Bidder shall complete and submit the attached Wage Certificate by which bidder certifies that the services required will be performed pursuant to Section 103-55, HRS.

INSPECTION

The State reserves the right to have a designated representative inspect the bidder's facilities in order to judge, whether in the State's opinion, bidder's facilities are acceptable under these requirements. Failure on the part of the bidder to meet these requirements shall be cause for rejection of bid.

METHOD OF AWARD

Award, if made, shall be to the responsible bidder submitting the lowest ESTIMATED TOTAL SUM BID PRICE. Bidder must bid on all items in order to qualify for award.

Prior to awarding contract, the State will require certification of the following insurance coverage, if applicable: Worker's Compensation, Temporary Disability, Unemployment Insurance, Prepaid Health Care.

ACCEPTANCE OF OFFER

Acceptance of offer, if any, will be made within sixty calendar days after the opening of offers, and the prices quoted by the offeror shall remain firm for the sixty day period as provided in Section 3.2 of the General Terms and Conditions.

CONTRACT EXECUTION

Successful bidder shall receive a Notice of Award from the State Procurement Office and will receive a purchase order for the event from the Department of Human Resources Development based on either of the dates listed herein. This method does not waive compliance with the Specifications, Special Provisions, and General Terms and Conditions of the bid.

NO PERFORMANCE AND PAYMENT BONDS ARE REQUIRED.

QUANTITIES

The estimated number of participants for the event is 450. The State reserves the right to increase or decrease the number of participants at the unit price quoted herein with no service charge or penalties assessed. A guaranteed minimum will be submitted to the hotel two (2) days prior to the event date.

LAWS TO BE OBSERVED

Refer to Section 5.1 of the General Terms and Conditions.

The Contractor shall be responsible for compliance with all federal, state, and local laws or ordinances of any kind pertaining, but not limited to permits, licensing, safety, work and labor, employees, wages and payrolls, withholding and other taxes, materials, etc., in any manner affecting its employees assigned to and the conduct of services herein described for the State and shall indemnify and hold the State harmless against any claims arising from the violation of any such laws or ordinances.

INSURANCE

Contractor shall provide the following minimum insurance limits and coverage:

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (occurrence form)	Combined Single Limit \$300,000 per occurrence for Bodily Injury and Property Damage

Each insurance policy required by this contract shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Accounting and General Services, State Procurement Office, P. O. Box 119, Honolulu, Hawaii 96810-0119."
2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

Each insurance policy shall be written by insurance companies licensed to do business in the State or meet Section 431:8-301, Hawaii Revised Statutes, if utilizing an insurance company not licensed by the State of Hawaii.

The Contractor agrees to deposit with the State of Hawaii, on or before the effective date of this contract, certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefor on deposit with the State during the entire term of this contract. **Upon request by the State, Contractor shall furnish a copy of the policy or policies.**

INSURANCE (continued)

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

INVOICING AND PAYMENT

Contractor shall submit invoices for payment listing the date, number of participants, and meals for the event. Contractor shall submit original and three copies of the invoice to:

Department of Human Resources Development
Safety Branch
235 S. Beretania Street, Rm. 1303
Honolulu, Hawaii 96813
Attn: Ms. Jane Uyetake

The tax clearance submitted with your invoice for final payment requires both DOTAX and IRS approvals. The clearance submitted earlier is not acceptable for final payment purposes. You must obtain a new tax clearance from DOTAX and IRS and it must be an original (certified copy is not acceptable), not over 45 days old, with box 3.a. of the **Tax Clearance Application (Form A-6)** completed for a specific contract, purchase order, or job number.

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or performance of services to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, and as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State, after award of the contract, which requires payment within a shorter period.

RE-EXECUTION OF WORK

The Contractor shall re-execute any work that fails to conform to the requirements of the contract that appears during the course of the work and shall immediately remedy any defects due to faulty workmanship by the Contractor.

REMOVAL OF CONTRACTOR'S EMPLOYEES

Contractor agrees to remove any of its employees from services rendered and to be rendered to the State, upon request in writing by the contracting officer.

LIQUIDATED DAMAGES

Refer to Section 6.12 of the General Terms and Conditions. Liquidated damages is fixed at the sum of FIVE HUNDRED DOLLARS (\$500.00) per item per scheduled day for failure on the part of the Contractor for any part or parts of the proposal to complete performance of any item in his contract within the time allowed. Liquidated damages may be deducted from any payments due or to become due to the Contractor.

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be canceled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules.

General Terms and Conditions Not Applicable. Sections 2.11 and 2.14 of the General Terms and Conditions which apply specifically to the Request for Proposals method of source selection are not applicable to the Invitation for Bids. Also Sections 2.10 and 2.13 which apply specifically to the Invitation for Bids method of source selection are not applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.